

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

<b>Illinois Commerce Commission</b>	)	
<b>On Its Own Motion</b>	)	
	)	<b>Docket No. 01-0662</b>
<b>Investigation Concerning Illinois Bell</b>	)	
<b>Telephone Company's Compliance with</b>	)	
<b>Section 271 of the Telecommunications</b>	)	
<b>Act of 1996</b>	)	

**PHASE 1A COMPLIANCE AND PHASE 2 SURREBUTTAL AFFIDAVIT OF  
MICHAEL D. SILVER ON BEHALF OF SBC ILLINOIS**

**SBC ILLINOIS EXHIBIT 7.2**

Dated March 17, 2003

I, Michael D. Silver, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

## **I. INTRODUCTION**

1. My name is Michael D. Silver. I am an Associate Director in SBC's Wholesale Marketing group, where I am responsible for providing support to SBC Illinois. My business address is 350 N Orleans, Chicago, IL 60654. I am the same Michael Silver who has filed affidavits previously in this proceeding.

## **II. PURPOSE**

2. The purpose of my Surrebuttal Affidavit is to respond to the Phase 2 Rebuttal Affidavits of Sherry Lichtenberg filed on behalf of WorldCom, Inc. and Shannie Marin filed on behalf of AT&T, the Rebuttal Comments of Z-Tel Communications, Inc., and the Reply Affidavit of Forte Communications, Inc. regarding UNE-P billing issues. This Surrebuttal affidavit also responds to Illinois Commerce Commission ("ICC") Staff witness Dr. Zolnierrek with regard to SBC Illinois' commitment to provide clarifying language in its EEL tariff and in the SBC online CLEC Handbook for EELs and UNE-P combinations.

## **III. CLEC BILLING ISSUES**

3. Most of the billing issues raised by CLECs filing Phase 2 affidavits concerned the charges they are assessed by SBC Illinois for the UNE-P. As Mr. Alexander indicated in his Phase 1 Compliance Rebuttal Affidavit, in response to the CLECs' initial comments, SBC Illinois has undertaken a detailed analysis of the applicable interconnection agreements ("ICAs"), currently effective tariffs and rates that the CLECs are being charged, and committed to contact each affected CLEC to discuss the results (Alexander Rebuttal Aff. ¶16). In their rebuttal

affidavits, WorldCom, AT&T, Forte and Z-Tel continue to raise these UNE-P billing issues. In addition, Staff has asked SBC Illinois to discuss these issues further and provide, as appropriate, specific commitments to improve its billing processes (Weber Rebuttal Aff. ¶¶ 25-27). Therefore, I will provide an overview of the results of SBC Illinois' analyses and describe the steps that SBC Illinois will take to address these billing issues.

4. SBC Illinois has confirmed that there are several sources for the UNE-P billing issues raised by the CLECs. First, as explained in Mr. Alexander' Rebuttal Affidavit, Commission-ordered changes in SBC Illinois' tariff rates do not automatically flow through to billing under a CLEC's interconnection agreement unless the agreement incorporates tariffed rates by reference or specifically provides that the contract rates are to be adjusted automatically to effectively duplicate the tariffed rates as such rates may change from time to time. Thus, when a CLEC is being charged rates pursuant to an interconnection agreement, it is normally the CLEC's responsibility to request an amendment to incorporate Commission-ordered tariff changes into those contract rates, as appropriate or as may be permitted by the CLEC's interconnection agreement. This is the situation with respect to certain of the contested billing issues.
5. In some cases, however, despite having an interconnection agreement, CLECs are permitted to take UNE-P services under tariff instead of under its contract. However, even if a CLEC is eligible to take service under the tariff and believes that it is taking service under the tariff, because there is no notification requirement in place, if the CLEC does not submit formal written notice to SBC

Illinois' account management personnel that it is, in fact, doing so, SBC Illinois' systems may apply the CLEC's currently effective contract rates instead. This is the situation with respect to other contested billing issues.

6. Further complicating this situation is the fact that a number of CLECs in Illinois operate under old, circa 1997, interconnection agreements that contain some, but not all, of the UNE products that SBC Illinois offers today. For example, while most older ICAs contain recurring rates for unbundled loops and unbundled switch ports and their associated NRCs, they do not have the version of shared transport required for the UNE-P, or the NRC levels established by the Commission specifically for UNE combinations like the UNE-P. Because the CLECs' contracts contain rate elements for most, but not all, of these products, affirmative action is required to determine whether contract or tariff rates apply to the product being ordered by the CLEC. Where a CLEC orders a product (or USOC) not covered by its ICA, SBC Illinois will either ask the CLEC to enter into an amendment to include this product or, where the tariff permits, simply provide it under tariff. However, these mixed contract/tariff scenarios that can occur under older agreements inevitably produce the potential for misunderstandings and mistakes.
7. Finally, in some cases, the Company has concluded that errors were made in the rate tables under which the CLECs are billed. In the process of this investigation, SBC Illinois has again confirmed that such errors are not systemic, i.e., SBC Illinois' billing systems are accurately billing the rates loaded in the ICA contract and tariff rate tables (i.e., the billing correctly reflects the loaded rates). Test runs

were performed verifying that both new UNE-P and UNE-P migration orders are billed consistently with the rate tables. The problem, instead, has resulted primarily from confusion over whether any given CLEC is taking service under its contract or the tariff, and over whether and when any given CLEC's contract rates should be updated to conform to tariff rates. The frequency of UNE rate changes in Illinois over the last 18 months in Dockets 98-0396 and 00-0700 exacerbated this situation greatly.

8. In the following section, I will separately discuss the UNE-P billing claims of AT&T, Z-Tel, WorldCom and Forte. Although the CLECs suggest that these billing problems are widespread and systemic, in fact they involve the same subset of UNE-P rates, which were the subject of Commission Orders in late 2001 and 2002. Specifically, the disputes involve the tariffed ULS port rate of \$2.18/mo. that was established by the Commission in 2002 in Docket No. 00-0700 (which was a reduction from the rate of \$5.01/mo. established in the original 1998 TELRIC order and still reflected in many ICAs), and the application of lower tariffed service ordering and line connection NRCs that were established in October of 2001 and April of 2002 in Docket No. 98-0396 (as opposed to the NRCs established in the original 1998 TELRIC order and still reflected in many ICAs). In addition, and separate from this problem, it appears that certain NRCs were applied in error when orders were manually processed. Although WorldCom raised this issue most specifically, it would apply equally to any CLEC with

orders that fell to manual processing.<sup>1</sup> In addition there appears to have been a systems error in December and January that caused an increase in these application errors, that has since been corrected. These aspects of the UNE-P billing problem are discussed in more detail in the Cottrell/Kagan Surrebuttal Affidavit and Mr. Brown's Surrebuttal Affidavit.

#### IV. SPECIFIC CLEC COMMENTS

##### AT&T

9. AT&T made the general statement in its initial Comments that its UNE bills contain USOC codes that it was unable to identify and contain rates that cannot be found in SBC Illinois' tariffs, but provided no specific details. (AT&T Comments, pp. 1-2.) In its Rebuttal Affidavit, AT&T contended that it has been overcharged for recurring and nonrecurring charges for the UNE-P—specifically the monthly recurring port charge and NRCs that I referred to above (Marin Rebuttal Aff. ¶¶ 6-8).
10. SBC Illinois has reviewed AT&T's UNE billing and has concluded that AT&T is generally correct. As a general proposition and unlike many other CLECs, AT&T actively monitors rates and billing under its ICA, and has taken the necessary steps to conform its ICA to the most recent Commission-established TELRIC

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<sup>1</sup> In general, the misapplication of charges involves seven specific USOCs that apply to standalone UNE loops and standalone ports, but not to UNE combinations (i.e. the UNE-P). When a CLEC orders a UNE-P migration, USOCs NR9F6 (Svc Ord Chrges-Record Ord-Basic Port) and SEPUC (Line Connection Svc Establishment) should not apply to the order. Similarly, USOCs NR9UU (Svc Order Charge-Init Basic Port), NR9UY (Subseq Change Charge R Order), SEPUP (Processing Chg-Establish), UJR (Basic Line Port-Residence), and UPC (Basic Line Port-Business) should not apply to any UNE-P order. In the context of electronically processed orders, these charges are normally suppressed through use of a "FID". It appears, however, that, in limited instances, these charges were not suppressed..

rates for use with UNE-P. For example, AT&T's Seventh Amendment to its ICA was approved by the ICC on July 24, 2002. In that Amendment, AT&T updated its 1997 ICA to include the form of shared transport required to provide the UNE-P (its original agreement did not contain this product), by pointing to SBC Illinois' ULS-ST tariff. AT&T also executed the Illinois PUA 2001 Legislation Amendment, which updated its rate tables to reflect the results of Docket No. 98-0396. Therefore, AT&T has taken the necessary actions to ensure that its contract rates for UNE-Ps (both recurring and NRCs) would be the same as tariff rates in effect at that time.

11. Beyond this, in late 2002, AT&T notified SBC Illinois of problems found by AT&T in a review of its billing. This notification initiated a major review of AT&T's UNE billing by SBC Illinois to ensure that AT&T was, in fact, being billed the correct rates (i.e., as dictated by AT&T's ICA as amended). In the course of that review, SBC determined that the monthly recurring unbundled port charge and the NRCs adopted in Docket No. 98-0396<sup>2</sup> had not been updated in the billing tables for AT&T. As a result of this investigation, AT&T's billing tables have been updated and they now reflect the proper rates, which will appear on AT&T's March 2003 bills. Accordingly, these UNE-P billing issues were and are being appropriately addressed on a business-to-business basis between AT&T and SBC Illinois.

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<sup>2</sup> The majority of the credits were also completed by AT&T's March 2003 bill, with the exception of the recurring residential port charge (USOC UJR) and two non-recurring rate elements ((the Port Conversion Charge (USOC REAKD) and Subsequent Change Charge (USOC NR9UY)). AT&T also contends that SBC Illinois has refused to provide credits for billing under the residential port USOC (UJR) (Marin Rebuttal Aff. ¶¶ 7-9). SBC Illinois agrees with AT&T that the rate should have been \$2.18 under both USOCs UJR and UPC. The AT&T account team will work with AT&T to address credits associated with these USOCs.

12. For the first time, in its Rebuttal Affidavits, AT&T contends that it is being overbilled for the Daily Usage Feed (“DUF”) rate element. The DUF rate is associated with ULS-ST usage records. AT&T is being charged the \$.000918 rate approved by the Commission in the original TELRIC proceeding and contained in AT&T’s Seventh Amendment which points to rates from SBC Illinois’s ULS-ST tariff. The Commission required a reduction in the tariffed rate to \$.000459 as part of the Docket No 00-0700 proceeding, along with the ULS port charge reduction. In other words, this DUF rate comes from the same set of Commission Orders that have caused the rest of the UNE-P billing problems in Illinois. Since AT&T’s ULS-ST rates are supposed to conform to the tariff, AT&T should have been charged the lower DUF rate. SBC Illinois has confirmed that AT&T’s rate table did not reflect the new DUF rate and it has now been corrected.

**Z-Tel Communications**

13. In its original Comments, Z-Tel stated that “SBC Illinois simply does not flow through its tariffed rate change to Z-Tel” (Z-Tel Comments at 1-2). Z-Tel also stated that “Z-Tel operates under a section 251(i) adoption of AT&T’s interconnection agreement in Illinois. That agreement expressly enables Z-Tel to avail itself of any SBC Illinois tariff that can be used ‘to implement any provision of this agreement’”(Z-Tel Comments at 5). In its Rebuttal Comments, Z-Tel now contends that SBC Illinois is required by state law, the Commission’s rules and its own ICA to automatically and retroactively apply any Commission-ordered change in UNE rates to all CLECs, even those taking service under interconnection agreements (Z-Tel Rebuttal Comments at 2-3).



14. Although I am not an attorney, Z-Tel's views bear no relationship to my understanding of the role of interconnection agreements in the relationship between CLECs and SBC Illinois. As I understand it, both SBC Illinois and the CLEC are required to abide by the terms of any ICA they enter into, including the provisions involving pricing. Unless the ICA itself specifies that Commission-ordered changes in rates are automatically flowed through to the prices agreed to by the parties, either SBC Illinois or the CLEC must request an amendment to conform contract prices to tariffed prices. There would be little point to including pricing appendices in an ICA if they had no legal effect—which is what Z-Tel seems to be suggesting. I am also not aware of anything in the FCC's rules or the rules in this state that would require the result described by Z-Tel.
15. Furthermore, as explained in Mr. Alexander's Rebuttal Affidavit, Z-Tel's contention that its ICA allows it to take service under tariff at will is simply incorrect. Z-Tel opted into provisions from the original AT&T agreement. Therefore, like AT&T, Z-Tel would generally need to enter into amendments to conform its contract rates to tariffed rates that are changed by Commission order. AT&T has certainly understood that, as it has sought multiple amendments to that same ICA to add and otherwise update it since 1997. And Z-Tel has itself amended its ICA to add new offerings. Z-Tel does acknowledge that SBC and a CLEC can affirmatively agree that Commission-mandated changes in tariffed rates do not flow through automatically (Z-Tel Rebuttal Comments at 3). In fact, Z-Tel's ICA contains precisely the kind of affirmative provision that Z-Tel referred to. Specifically, the agreement provides that the parties may only

substitute Commission-ordered rate changes for contract rates upon “written notice” that would permit the parties to execute an amendment that would modify the contract-pricing table.<sup>3</sup>

16. Although Z-Tel opted into the AT&T ICA, it is not in the same position as AT&T relative to these billing issues, either because Z-Tel did not enter into the same amendments as AT&T, or because it implemented them differently. For example, Z-Tel did not execute the same ULS-ST amendment as AT&T did. Z-Tel did not point by reference to the tariff for ULS-ST like AT&T, but instead Z-Tel’s amendment set forth the substantive terms and conditions for ULS-ST, including a rate appendix that specifically identified the charges applicable to its purchase of ULS-ST. Therefore, Z-Tel’s ULS-ST rate does not update automatically with tariff changes. Z-Tel did not execute the Illinois PUA 2001 Legislation Amendment, which acted to update AT&T’s ICA for NRCs coming out of Docket No. 98-0396. Z-Tel has been advised on several occasions that it needs to take formal action to update its pricing table to incorporate the rates for ULS-ST that came out of Docket No. 00-0700, and, to date, has not done so. Without the appropriate amendment, the recurring rates for the Basic Line Ports (USOCs UJR

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<sup>3</sup> In addition to an integration clause in its MFN’d AT&T ICA that requires written amendments to modify the ICA (section 30.18), the following language from a footnote on the first page of Z-Tel’s pricing schedule reinforces the need for it to change rates to take affirmative action to get those rates changed:

Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to its February 17, 1998 order, issued in Docket No. 96-0486, 96-0559, consolidated, as amended by its Amendatory Order dated April 6, 1998 (the “TELRIC Order”). If the Commission determines that the rates, charges and prices set forth herein are inconsistent with the Commission’s decision in the TELRIC Order, either Party shall, upon written notice to the other Party, have the right to include or substitute rates, charges and prices that confirm to the TELRIC Order.

and UPC) and the Port Conversion NRC (USOC REAKD) are as found in Z-Tel's ICA, and as such are being billed appropriately.

17. With respect to the nonrecurring service order and line connection charges for UNE-Ps, Z-Tel is also being billed at the rates specified in its ICA and, unlike AT&T, has not previously requested an amendment to update these rates. However, upon further review, the Company has concluded that it would be appropriate to bill Z-Tel the charges found in ICC Tariff No. 20, Part 19, Section 15. Although UNE-P migrations are within the scope of Z-Tel's ICA, the Commission established a new NRC for this combination that is not found in Z-Tel's ICA. Under these circumstances, SBC Illinois has concluded that it would be more appropriate to default Z-Tel to the tariff NRC rate, instead of charging Z-Tel the separate NRCs for the component UNEs that are set forth in its ICA. Ordering new UNE-P combinations is not provided for in Z-Tel's agreement (although the combining of new residential UNE-Ps was earlier permitted under Z-Tel's ICA under an FCC merger condition amendment it obtained). Therefore, the Company has concluded that, when Z-Tel orders new UNE-Ps, Z-Tel is obtaining the UNE combining activity from the tariff. SBC Illinois will update Z-Tel's billing tables to conform the non-recurring rates for both new and migration UNE-P service orders (USOCs NR9F6, NR9UV, and SEPUC ) to the tariffed rates. SBC is taking the necessary steps to correct the billing tables, and the corrected rates will be reflected in Z-Tel's next billing cycle.

**WorldCom**

18. In its Rebuttal Affidavit, WorldCom describes the rates and USOCs that it has been charged for the UNE-P in error, based on SBC Illinois' response to its workshop data request (Lichtenberg, ¶¶ 6-9). These are the same monthly recurring port and NRC rate elements that have been discussed previously in connection with AT&T and Z-Tel. As WorldCom indicates, SBC is working with it to reconcile its UNE-P billings with the applicable contract or tariff rates.
19. The difficulties experienced by WorldCom stem in large part from the fact that its interconnection agreement is woefully out of date. WorldCom's ICA became effective in 1997, and it has not been changed since 1998, when the UNE pricing appendix was updated after the original TELRIC proceeding. Then WorldCom's agreement expired altogether in 2000. SBC Illinois has approached WorldCom on numerous occasions since then, asking to enter into negotiations for a successor agreement and/or amendments that would reflect SBC Illinois' current product offerings and rates. WorldCom has consistently refused to discuss a new ICA. Thus, WorldCom could easily have corrected the gaps between its ICA and the currently effective UNE tariffs, but has chosen not to do.
20. Although WorldCom's ICA contains unbundled loops and ULS ports, it does not contain the shared transport product required for the UNE-P. WorldCom has not executed either of the ICA amendments AT&T executed, which means that it has never updated its contract to incorporate either ULS-ST itself or any of the rates coming out of Docket Nos. 98-0396 or 00-0700. As a result, WorldCom is being

billed rates for the ULS switch port and all NRCs associated with the UNE-P out of its expired contract.

21. WorldCom contends that it is purchasing ULS-ST and the UNE-P under tariff, not under its contract (Lichtenberg ¶ 12). However, that is clearer in hindsight than it was during the period that WorldCom was sending in its UNE-P orders. Since WorldCom did not have the shared transport product required for the UNE-P in its contract, WorldCom must have been purchasing the ULS-ST product under tariff. . In light of all the above, the Company will amend WorldCom's billing tables so that it will be charged the tariffed rates for ULS-ST and the associated NRCs for combinations. The revised rates will appear on WorldCom's bills in its next billing cycle.
22. Contrary to WorldCom's suggestion in its initial affidavit, most of the other USOCs are being billed correctly (Lichtenberg Initial Aff. ¶ 11). For instance, SBC Illinois has determined that the following recurring USOCs are being billed at the current Commission directed TELRIC rates for WorldCom's UNE-P combinations:
  - i. CXC9X Cross Connect Svc
  - ii. NSR Local Number Portability
  - iii. Q2HBC 2-Wire Analog Loop Start
  - iv. Q2HCC 2-Wire Analog Loop Start
  - v. Q2HBD 2-Wire Analog Loop Start
  - vi. U2HXA Area A 2-Wire Business
  - vii. U2HXB Area B 2-Wire Business

viii. U2HXC Area C 2-Wire Business

In addition, the non-recurring USOC, NHCHG, UNE-P Migration Line Port Side, is also being billed the appropriate tariff rate.<sup>4</sup>

23. Finally, WorldCom contended that it is being billed record order charges despite the fact it cannot place such orders (Lichtenberg Initial Aff. ¶13). Ms. Lichtenberg is mistaken. CLECs can, and do, place record order changes all the time and are charged for them. These charges are for such activities as changing the billing name or address on a billing record, or for making a directory listing change.

**Forte Communications**

24. Forte also contends that it has been billed incorrectly (Forte Rebuttal Aff. at 4-6). Forte has an ICA which became effective in 1998. Like WorldCom, Forte's ICA is old and does not contain the shared transport offering required for the UNE-P. Its agreement has never been amended to incorporate the rate changes coming out of Docket Nos. 98-0396 or 00-0700. As a result, Forte has been charged its contract rates for the ULS port and the NRCs. However, in hindsight, like WorldCom Forte too must have been taking ULS-ST from the tariff, even though SBC Illinois was never formally advised of this fact. In other words, Forte's situation is very similar to WorldCom's and SBC Illinois has taken the necessary

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<sup>4</sup> Ms. Lichtenberg's Initial Affidavit also cited charges for Spcl. Visit Charge Associated with Installation (USOC VIN) and Spcl. Visit Charge Associated with Repair (USOC VRP), neither of which are tariffed charges, but are applicable. The USOC for Misc Maintenance of Service (USOC MVV) was also cited. Review of WorldCom bills indicates this USOC has been charged to WorldCom for access services, not the UNE-P.

steps to update its billing tables accordingly. The changes will be reflected in Forte's next billing cycle.

## **V. PROCESS IMPROVEMENTS**

25. Based on SBC Illinois' investigation of the UNE-P billing issues for these specific CLECs, the Company has already initiated a review of all CLEC billing in Illinois. The same billing problems identified by the CLECs participating in this proceeding will likely have affected other carriers with older contracts that present the same contract/tariff issues.
26. To correct the problems that have been identified, SBC Illinois will make necessary changes in the contract and tariff rate tables as appropriate on a going forward basis. Retroactive adjustments will be addressed on a case-by-case basis with affected CLECs. As a general proposition, SBC Illinois recognizes that credits are due for past periods for any identified billing errors. However, some CLECs—for example, WorldCom—are currently in bankruptcy and any credit process has to be consistent with those bankruptcy proceedings, including the various agreements reached and orders issued by the bankruptcy courts. In other cases, CLECs have substantial, undisputed bills outstanding, and any credits should logically be applied first against unpaid balances.
27. On a going forward basis, it is apparent to SBC Illinois that improved processes and procedures are needed to keep CLEC contracts up to date and to better document and administer CLEC decisions to order out of contract or tariff, where such an option is available. This will require action on the part of both the

- CLECs and SBC Illinois. First, as discussed by Mr. Alexander in his rebuttal affidavit, SBC Illinois will be offering CLECs a contract amendment that will ensure that the UNE-P loop, switching and shared transport rates, as well as other charges related to the UNE-P, in existing interconnection agreements are identical to the tariffed rates. SBC Illinois expects all CLECs that want to take advantage of tariffed UNE-P rates to execute this amendment, so that there will be no rate confusion going forward for either the CLEC or SBC Illinois. For any CLECs that choose not to execute it, the Company will assume that contract rates should apply absent a contract amendment.
28. Second, SBC Account Management will contact those CLECs with contracts that preceded the Commission's orders in the TELRIC Compliance docket (Docket No. 98-0396) and the ULS-ST docket (Docket No. 00-0700) to amend their contracts to incorporate all of SBC Illinois' current UNE products and current prices. In this process, SBC Illinois will ask the CLECs to include contract provisions that clearly state whether UNE-P rate changes ordered by the Commission should automatically be incorporated into the CLEC's contract rate tables, or whether the CLEC must request an amendment to incorporate those changes on a rate element-by-rate element basis.
29. Third, where a CLEC with an ICA is permitted to take service out of the tariff, SBC Illinois will amend its tariffs to require an eligible CLEC to submit a written notice that it is purchasing from the tariff so that everything is clear and a writing exists that can be associated with the CLEC's contract file. That direction would apply unless a CLEC provides subsequent notice to the contrary. Existing tariffs



- that would be affected are the UNE-P tariff (ICC 20, Part 19, Section 15) that the Company filed to implement Section 13-801 of the Act, the Unbundled Local Switching with Shared Transport tariff (ICC 20, Part 19, Section 21), and General (ICC 20, Part 19, Section 1). These tariffs permit CLECs with interconnection agreements dated prior to June 30, 2001 (the effective date of Section 13-801) and which were not amended thereafter, to take service out of the tariffs. Similarly, if SBC Illinois files tariffs with such provisions in the future, they will include the same kind of notice provision.
30. Fourth, SBC Illinois will improve its contract administration processes so that clearer guidelines are established for contract management personnel as to when Commission-ordered tariff changes should—and should not—be incorporated into a particular CLEC’s contract rate tables. With the issuance of any Commission TELRIC order, a team composed of regulatory personnel, wholesale product management and wholesale contract management will review the order and determine the impact of the order on CLEC contract rates, in the event that CLECs do not take advantage of the amendment opportunities described above and that ambiguities remain.
31. So that the Commission can monitor SBC Illinois’ progress, the Company proposes to file reports every other month detailing the steps taken by both the Company and the CLECs to clarify these billing issues. These reports would conclude once SBC Illinois has implemented the process improvements described above.

## **VI. PHASE 1A COMPLIANCE**

32. In paragraph 34 of Staff Affiant Dr. Zolnierrek's Rebuttal affidavit, he stated that if SBC Illinois inserted the language offered in my Rebuttal Affidavit into its EEL tariff, as well as the EEL and UNE-P rate element matrices into SBC's CLEC Online Handbook, such actions would resolve the Staff's concerns over the clarification of what charges apply to EELs and UNE-P. I hereby confirm that SBC Illinois will amend the EEL tariff to include the language offered in my reply affidavit,, and include the EEL and UNE-P rate element matrices in SBC's CLEC Online Handbook accordingly.

## **VII. CONCLUSION**

33. This concludes my Surrebuttal Affidavit.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on March 17, 2003

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Michael Silver  
Assoc. Dir. – Wholesale Marketing

STATE OF ILLINOIS

COUNTY OF COOK

Subscribed and sworn to before me  
this \_\_\_\_ day of March, 2003.

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Notary Public